

# **STCP 18-7 Issue 001 Queue Management Coordination**

## **STC Procedure Document Authorisation**

<b>Company</b>	<b>Name of Party Representative</b>	<b>Signature</b>	<b>Date</b>
The Company			
National Grid Electricity Transmission plc			
SP Transmission Ltd			
Scottish Hydro-Electric Transmission plc			
Offshore Transmission Owners			

## **STC Procedure Change Control History**

Issue 001	13 March 2024	First version – Issue 001 - Queue Management Co-ordination PM0137

# 1 Introduction

## 1.1 Scope

1.1.1 This procedure governs the interactions between The Company and relevant Transmission Owners to enable efficient administration and/or enforcement by The Company of the Queue Management Process in CUSC. It represents a minimum standard of coordination on these matters for relevant STC parties.

1.1.2 The procedure sets out:

- The scope of data exchange between The Company and relevant Transmission Owners (TOs).
- The process for The Company to liaise with relevant TO(s) for specific matters related to their administration and/or enforcement of the Queue Management Process.

1.1.3 This procedure defines important activities and their timing for The Company - as defined in the STC and meaning the licence holder with system operator responsibilities - and any relevant TOs (as defined in 1.1.4).

1.1.4 This procedure therefore applies to The Company and each TO. For the purposes of this this document, the TOs are:

- NGET;
- SPT;
- SSEN T.

## 1.2 Objectives

1.2.1 The objective of this procedure is to ensure that The Company and relevant TOs remain fully coordinated in managing the progression of User connection works and discharging related obligations they have under CUSC and/or STC respectively.

## 1.3 Background

1.3.1 Queue Management is a set of policy provisions in CUSC which ensure that User projects progress in accordance with agreed timescales, or where this is not the case that appropriate action can be taken.

1.3.2 As the Queue Management Process is defined in CUSC, The Company has the obligation to administer and/or enforce it. However, The Company may need to liaise periodically with relevant TOs to discharge these obligations.

1.3.3 Additionally, the TOs will need visibility of The Company and User's Queue Management Process interactions to ensure the continuing economic and efficient delivery of associated transmission works.

1.3.4 Whilst this procedure establishes a minimum requirement for engagement between the TOs and The Company regarding the Queue Management Process, it is also expected that the parties should liaise routinely with one another on these and other related matters to enable them to discharge their Code obligations.

# 2 Key Definitions

## 2.1 For the purposes of STCP 18-7:

2.1.1 **Conditional Progression Milestones** as defined in CUSC Section 11.

2.1.2 **Construction Progression Milestones** as defined in CUSC Section 11.

2.1.3 **CMP376 Implementation Date** as defined in CUSC .

- 2.1.4 **Evidence** as defined in CUSC Section 16.3.
- 2.1.5 **Exceptional Issues** as detailed in CUSC Section 16.5.
- 2.1.6 **Existing CMP376 Construction Agreement** as defined in CUSC Section 16.
- 2.1.7 **Project Milestone Remedy Period** as defined in CUSC Section 11.
- 2.1.8 **Queue Management Process** as defined in CUSC Section 11.
- 2.1.9 **User Progression Milestones** as defined in CUSC Section 11.

### **3 Procedure**

#### **3.1 Exchange of relevant Queue Management Process data**

3.1.1 The Company shall provide for each TO an electronic record of the following data where they are the Host or Affected TO, along with relevant supporting information for project identification purposes:

- A listing of new or changed User Construction Agreements which contain an Appendix Q, along with the associated User Progression Milestones dates.
- Notice of successful compliance by a User of a User Progression Milestone.
- In accordance with the processes set out in paragraph 3.3, notice of The Company's approval of a User's request for an Exceptional Issue.
- In accordance with the processes set out in paragraph 3.4, notice of termination to Users via the Queue Management Process, or
- In the case of Construction Progression Milestones, notice of The Company's decision of whether to exercise their right to terminate a User's Construction Agreement.

3.1.2 The Company shall issue this data monthly where there are changes to previously reported data. The form and method of data transfer can be agreed bilaterally between the parties.

3.1.3 Where reasonable justification can be provided, the TOs may additionally request from The Company the form of Evidence submitted by a User to demonstrate milestone compliance. The fulfilment of such requests by The Company should occur in a timely manner if permitted by confidentiality provisions.

#### **3.2 Coordination between relevant parties for milestone compliance Evidence verification**

3.2.1 In accordance with paragraph 1.3.4, The Company and TOs may liaise with one another from time to time on matters related to a User's compliance with their User Progression Milestones.

3.2.2 Where The Company requires additional information from relevant TO(s) regarding the validity of a User's submitted Evidence to demonstrate compliance to their User Progression Milestones, The Company shall put such requests to the relevant TO(s) in writing.

3.2.3 The relevant TO(s) shall acknowledge receipt of The Company's request within two Business Days and have a further three Business Days (i.e. five Business Days in total

from the date of The Company's original request) to provide their written response - unless the parties otherwise agree to an alternative timeline.

- 3.2.4** Once their response is issued to The Company, the relevant TO(s) shall assist with any follow-up questions which may reasonably arise.

### **3.3 *Coordination between relevant parties for management of Exceptional Issues***

- 3.3.1** In accordance with paragraph 1.3.4, The Company and TOs may liaise with one another from time to time on matters related to potential Exceptional Issues raised by Users.
- 3.3.2** Where The Company requires additional information by the relevant TO(s) to support their consideration of a User's request for an Exceptional Issue, The Company shall put such requests to the relevant TO(s) in writing.
- 3.3.3** The relevant TO(s) shall acknowledge receipt of The Company's request within two Business Days and have a further three Business Days (i.e. five Business Days in total from the date of The Company's original request) to provide their written response - unless the parties otherwise agree to an alternative timeline.
- 3.3.4** The relevant TO(s) shall assist The Company with any follow-up questions which may reasonably arise.
- 3.3.5** The Company shall take the relevant TO(s)'s response(s) into account when considering whether to approve or reject a User's request for an Exceptional Issue.
- 3.3.6** The Company shall notify the relevant TO(s) of their decision prior to advising the User. Where the relevant TO(s) has a material concern and/or they disagree with The Company's decision, the dispute resolution processes in STC Section H will apply.
- 3.3.7** Additionally, where The Company approves a User's request for an Exceptional Issue, they shall notify the relevant TO(s) in writing of any expected amendments to related Construction Agreements, referring to the processes in STCP18-1 as appropriate. The relevant TO(s) shall acknowledge receipt of The Company's notification within two Business Days and have a further three Business Days (i.e. five Business Days in total from the date of The Company's original request) to provide confirmation on the extent of changes to a Construction Agreement they would reasonably require to apply the Exceptional Issue.

### **3.4 *Coordination between relevant parties regarding contract Terminations***

- 3.4.1** Where The Company or TOs are advised by a User of an issue in accordance with CUSC paragraph 16.4.2, or become aware themselves of an issue, which could potentially impact that User's ability to meet any of their User Progression Milestones, the parties shall notify each other in writing at the earliest opportunity and no later than the commencement of the User's Project Milestone Remedy Period.
- 3.4.2** Where Users are unable to comply with Conditional Progression Milestones at the end of the relevant Project Milestone Remedy Period and an Exceptional Issue does not apply, The Company shall notify the relevant TO(s) in writing when they issue notice of termination to Users.
- 3.4.3** Where Users are unable to comply with Construction Progression Milestones at the end of the Project Milestone Remedy Period and an Exceptional Issue does not apply, The Company is permitted to use its discretion to terminate the User's construction agreement. At this point, The Company shall notify to the relevant TO(s) whether they intend to exercise their right to terminate or not, providing any supporting rationale.
- 3.4.4** The relevant TO(s) may review The Company's notification and provide a response to support or challenge The Company's stance, along with any relevant supporting

justification. This should be submitted to The Company at the earliest opportunity, but no later than 5 business days after The Company's original notification under paragraph 3.4.3.

- 3.4.5** The relevant TO(s) shall assist The Company with any follow-up questions which may reasonably arise from their submission in 3.4.4.
- 3.4.6** The Company shall notify the relevant TO of their decision prior to advising the User. Where the relevant TO(s) has a material concern and/or they disagree with The Company's decision, the dispute resolution processes in STC Section H will apply.
- 3.4.7** Additionally, in accordance with paragraph 3.4.3, where The Company uses its discretion not to terminate a User's Construction Agreement, they shall notify the relevant TO(s) in writing of any expected amendments to Construction Agreements, referring to the processes in STCP18-1 as appropriate. The relevant TO(s) shall acknowledge receipt of The Company's notification within two Business Days and have a further three Business Days (i.e. five Business Days in total from the date of The Company's original request) to provide confirmation of the extent of changes to a relevant Construction Agreement they would reasonably require to reflect The Company's decision not to terminate.

### **3.5 *Bilateral negotiated milestones durations***

- 3.5.1** For User Progression Milestone durations which are set via "bilateral negotiation", if agreement does not occur with the User in the User's offer preparation period, The Company shall take the relevant TO(s)'s position into account when setting the milestone durations in the relevant offer.

### **3.6 *Implementation***

- 3.6.1** The Company shall take reasonable steps to consult in a timely manner with relevant TO(s) on the process to consider amendments to an Existing CMP376 Construction Agreement to add User Progression Milestones. In particular, this includes any progress or viability assessments of amendments to Existing CMP376 Construction Agreements which have a Completion Date within two years of the CMP376 Implementation Date.